

MASTER AGREEMENT

2020-2023

**International Association of Heat & Frost Insulators and Allied
Workers**



**International Association of Heat and Frost Insulators and Allied
Workers Local Union No. 73
Phoenix and Tucson, Arizona**

August 1, 2020- July 31, 2023

MASTER AGREEMENT

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MASTER AGREEMENT

INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ALLIED WORKERS LOCAL #73, PHOENIX AND TUCSON, ARIZONA 2020-2023

Agreement between the Western Insulation Contractors Association of Arizona and International Association of Heat and Frost Insulators and Allied Workers, Local No. 73, Phoenix, Tucson Arizona.

ARTICLE I TERMS OF AGREEMENT

This Agreement effective this 1st day of August 2020, between Valley Mechanical Insulation, hereinafter referred to as the Employer and the International Association of Heat & Frost Insulators and Allied Workers Local No. 73, shall terminate July 31, 2023.

ARTICLE II RECOGNITION-TERRITORIAL JURISDICTION

Recognition:

A. It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators & Allied Workers Local Union No. 73 is the sole and exclusive bargaining representative of all Employees covered by this Agreement. Upon the Union's request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative and acknowledges that the Union represents a majority of employees employed to perform bargaining unit work. The Employers hereby recognize the Union as the exclusive Collective Bargaining agent for Mechanics, Intermediate Mechanics, Apprentices, Applicant Apprentices, Material Handlers, Helpers and Hazardous Material Handlers who perform any of the duties as described in Article 111, Section A, hereof.

The Union recognizes Valley Mechanical Insulation, as a bargaining employer that is not affiliated with the Western Insulation Contractors Association of Arizona.

1. Territorial Jurisdiction:

It is hereby agreed that this Agreement shall be binding upon each Employer and upon the Union and each employee represented by the Union within the jurisdiction boundary of the Union as designated in its charter granted by the International Association of Heat & Frost Insulators and Allied Workers, which is the State of Arizona.

The Employer further agrees that on all operations outside of the chartered territory of the Union they will abide by the rates of pay, rules and working conditions established by the Collective Bargaining Agreement between the Local Insulation Contractor and the Local Union in that jurisdiction. No more than one (1) member-mechanic (job foreman), or five (5) members engaged in asbestos abatement, can work on any one (1)

operation of any one (1) employer within the jurisdiction of another local union, unless there is a shortage of labor in that jurisdiction. The employer is privileged to send the mechanic (job foreman) as outlined above, but cannot bring a mechanic (job foreman) into an area where he is already bound by the collective bargaining agreement. Such members must conform to the working rules and trade agreements of the local union under whose jurisdiction they work, and whose business management they must notify no later than twenty-four (24) hours after said work has been started, interrupted, resumed or completed. This means each new job foreman must also report.

They shall receive the wage rate highest in either of the two locals, and the higher board or travel allowance applicable to the particular job site, and shall receive the fringe benefits of their home local, which shall be payable to their home local in accordance with its administration of same. If the fringe benefit package in the area worked is higher than the home local's fringe benefit package, then the difference between the benefit package must be applied to and be part of the wages making the total package equal to the higher total package of the collective bargaining agreement in the area worked. They shall work under the working conditions, such as hours and observed holidays, of the contract of the local in whose jurisdiction the job is located. For purposes of the Article the term "fringe benefits" includes welfare, pension, or other similar funds, but no vacation funds which, for the purpose of this Article, are included as wages.

An "operation" as herein defined means all contracts on or within the premises of buildings, mines, mills, factories, shipyards, etc.

ARTICLE III WORK JURISDICTION

A. General:

This Agreement covers the rates of pay, rules and working conditions of all Mechanics, Intermediate Mechanics, Apprentices, Applicant Apprentices, Material Handlers and Hazardous Material Handlers covered by this Agreement, regardless of the location of their employment within the jurisdiction of Local No. 73, when they are engaged in the preparation, fabrication; alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weather proofing of cold or hot thermal insulation with such materials as may be specified when there are materials to be installed for thermal purposes in voids, or to create voids, or on either piping fittings, valves, purpose of thermal control. The handling, distribution and cleanup of all thermal insulation materials and related accessories on job premises and all other such work that is within the jurisdiction of Local No. 73. This includes all labor connected to Firestopping or Fireproofing technicians and apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing and maintenance of the following when applied by machine or other application methods of all fire stopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, esoteric firestop sealant, self-leveling firestop sealant, trowel able firestop compound, firestop collars, composite sheets, putty pads, fire containments pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems or other materials used in connection with labor and to include other fire protection materials such as boots and cable coating which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on the job premises. The types of work shall include but not be limited to: top of the wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage

of fire, smoke and other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components and sealing of penetrating items and blank openings, sound proofing systems, lead abatement, asbestos removal, thermo lag, and related accessories on job premises and all other such work that is within the jurisdiction of Local No. 73. This Article does not include the manufacture of pipe covering and/or fittings in one-piece halves or the facing of flexible blanket duct insulation.

This work coverage clause shall include the fabrication of all-fittings and lags whether done at the jobsite or in the shop to the extent that such work jurisdiction is recognized under the provision of Article VIII of the Agreement.

B. Subcontractor:

The individuals, firms, or corporations comprising, Western Insulation Contractors Association of Arizona, Employers signatory hereto, agree to execute their work as described in Article III, as direct Employer of employees represented by Local No. 73, and not sublet any of the same, nor the labor thereof, except to contractor signatory or bound by this Agreement, and Local No. 73 agrees not to contract, subcontract or allow its members to do so, nor to act in any trade capacity other than that of workmen. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents shall execute any part of the work or application of materials.

As an exception to the foregoing, qualified members of Local No. 73 may be utilized by the Employer in the capacity of Superintendents or Estimators. Superintendents or owners will not be counted in calculating mechanic-apprentice ratio.

The Union agrees to allow the Contractor to subcontract work to non-signatory contractors when there are less than two (2) signatory contractors to perform said work, (i.e. Spray Foam Insulation).

C. Favorite Nation:

In no event shall the Employer be required to pay lower rates of wages or be subject to more unfavorable work rules established under the contract than any other person, firm or corporation to whom Local No. 73 furnishes labor pertaining to work in the insulation industry.

D. Project Agreement:

Local No. 73 will make same conditions available for the same project while under construction.

**ARTICLE IV
MANAGEMENT RIGHTS**

It is agreed by the Union that the Employer signatory hereto retain and reserve solely and exclusively, all their inherent rights to manage their business except to the extent that such rights would be contrary to or inconsistent with the express and implied provisions of this Agreement, or the practices established in this Industry in the State of Arizona as of the date of the signing of this Agreement.

ARTICLE V ZONES AND TRAVEL ALLOWANCE

A. Dispatch Points:

Employees, when working on jobs in Zones 1, 2 and 3 hereinafter defined, shall receive the travel allowance and wages specified below under each of the zone classifications. The radius of circles, which form the travel zones, shall be drawn about the City Hall of Phoenix and the City Hall of Tucson. The zone boundaries shall be determined by the most current Rand McNally map. In Zone 3, mileage shall be determined by the most direct route as shown by Mapquest.com. All towns or points that fall on a zone boundary line shall be considered to lie in the new higher zone.

B. Zone Description:

Zone 1 shall consist of the area lying within the boundaries of a circle, the radius of which is forty-five (45) miles from the City Hall of Phoenix and the City Hall of Tucson.

Zone 2 shall consist of the area lying beyond Zone 1 and within the limits of a circle whose radius is sixty-five (65) miles from the City Hall of Phoenix and the City Hall of Tucson, including Globe , Casa Grande and the Lewis Prison.

Zone 3 shall consist of the area lying beyond a circle whose radius is over sixty-six (66) miles from the City Hall of Phoenix and the City Hall of Tucson which includes San Manuel and Palo Verde Nuclear Plant.

C. Other Provisions:

1. On all jobs in Zone 1 through 3 inclusive, employees shall be ready for work at the shop or at the designated jobsite as directed by the Employer at the designated starting time.
2. Travel expenses shall not be paid to an employee working in Zones 2 and 3 when he is on the payroll and when he is furnished company-owned transportation to and from jobs and is not required to remain out of town.
3. In Zone 3, \$95.00 per day minimum shall be paid. If this subsistence amount is proved inadequate, Employee, Employer, and Business Manager (if required) will agree upon a new amount. The new agreed amount will be paid to all employees at the jobsite.
4. On Davis-Bacon projects in zones 2 and 3, daily subsistence will be paid at half of listed rates below. Half subsistence not applicable to Davis –Bacon projects where posted wage is equivalent to Commercial, Industrial Maintenance and Southern AZ addendum rates.

Zone 2	\$40.00
Zone 3	\$95.00

D. Travel Allowance:

1. When work is performed in Zone 3, all employees shall be paid an allowance for travel expenses of fifty five ½ (0.555) cents per road mile to the jobsite from the City Hall of Phoenix or the City Hall of Tucson. This amount shall adjust pursuant to IRS allowances. The employer will pay travel one way to employee on the first trip to the project. Employees will receive travel pay only once one way per project.
2. If an employee is sent from one job to another in Zone 3, he shall be paid travel expense of fifty five & ½ (.555) cents per road mile from the first jobsite to the new jobsite. The employee, after payment, shall be considered as working at the new jobsite and shall be paid as stated above. This amount shall adjust pursuant to IRS allowances.
3. Travel in Zone 3 will be paid from dispatch point (Phoenix/Tucson) nearest employee residence.

When an employee is sent from a Zone 3 jobsite to a jobsite in Zone 1 or Zone 2, the employee shall be paid the return mileage allowance to the original dispatch point, Phoenix or Tucson. If the employee returns to the original Zone 3 jobsite, mileage will again be paid to the employee.

ARTICLE VI WAGES

A. Wages:

The Employers agree to pay Mechanics and Apprentices, through the duration of the Agreement, the following wages per hour. When an employee is classified as a class 3, 4, or 5 for the purpose of the Individual Account Plan, overtime shall be based on the full mechanic rate. Payment for all Fringe Benefit Funds will be paid on for hours worked, including show-up time.

Effective Dates:

	8/01/2020	8/01/2021	8/01/2022
Master Agreement			
Total Wage Package (Includes \$14.15 Fringes)	56.98	58.98	60.98
Mechanic (Check Wages—Less \$14.15 Fringes)	42.83	44.83	46.83
Fringes=Pension, H&W, Occ Health, Nat. Appr. Fund & LMCT			
1st Year-- 50% 0-9 months no H&W			
1st Year-- 50% H&W commences on 10th Month			
2nd Year -- 60% 3rd Year-- 70%			
4th Year-- 80%, -5th Year --90%			
Applicant Apprentice/Material Handler/H.M.H – 45% of Mechanic Wage			
Helper -40% of Mechanic Wage			

1st year Apprentice, MH and HMH does not lose on fringe change. Apprentices shall receive same wage increase in each zone as Journeyman.

All rates for all classifications will be listed on Appendix A prior to effective dates.

All above wages require the addition of fringe benefits as stated in the Master Agreement. 2nd year apprentices shall receive Health & Welfare, Occupational Health, Nat. Appr., LMCT and IAP Pension benefits only. 1st year apprentices no fringes (except LMCT & Nat. Appr.) 0-9 months, Health and Welfare contribution begins on tenth month for 1st year Apprentice. Material Handlers shall receive 45% of Mechanic check wage and receive

no benefits. The Employee's report to the Administrator of the Western States Asbestos Pension Fund and National Asbestos Workers Medical Fund shall disclose which of his employees are Material Handlers.

B.
Continuing Education

Labor and Management are committed to continuing Journey work training and the lifelong learning process. As such, the following shall apply:

Every Journeyman beginning August 1, 2020, shall be required to take Continuing Education annually. Pre-approved training will be provided through the Training Trusts. Training from other HFIAW programs shall not be automatically recognized.

The following requirements must be satisfied:

1. A minimum of one (1) skills class eight (8) hours minimum directly related to the Work Description in Article III of this Agreement must be taken annually.
2. Successful completion of said course.

The time frame in which to satisfy the annual requirements for the next year shall be from August 1, 2020 through July 31, 2021.

Training must be taken before July 31, 2021 for eligibility on August 1, 2021 and by July 31, 2022 for August 1, 2022 eligibility.

Journeyman must fulfill their Continuing Education requirements annually to be eligible for any August 1st wage increase. If they have not fulfilled their requirements they will receive the expiring Journeyman hourly wage until such time as they meet the requirements to receive their increase. This section shall not apply to non-taxable benefits under Article XIII.

Upon written confirmation from the applicable training program of a Journeyman's fulfillment of the Continuing Education requirements subsequent to the Month & day deadline, the affected Journeyman will be re-dispatched at the full Journeyman rate beginning the first day of the month following completion of the requirement.

1. Newly advanced Journeymen shall automatically receive current wage rate of contract year.
2. If a newly advanced Journeyman has advanced within 6 months of an expiring wage rate he shall only be required to complete one (1) eight (8) hour session.
3. Apprentice delaying advancement date in attempt to bypass 8hr. training session shall be required to complete training. Advance date shall be based off of anniversary date maintained by JATC, setbacks for disciplinary actions will be considered.

Labor Management will have authority to resolve all issues pertaining to the mandatory Continuing Education Program. Should the question of appropriateness of content arise it shall be referred to the Executive Board for resolution.

C.

Foreman:

The Employer shall appoint one (1) foreman on every jobsite requiring four (4) or more employees, but less than ten (10), who is to receive base rate of mechanic plus 10% an hour additional pay.

1. On jobs requiring ten (10) or more employees, there shall be appointed a General Foreman, who shall receive the base rate of mechanic plus 15% an hour additional pay. On job requiring fifteen (15) or more employees, there shall be an additional foreman and for every ten (10) employees after, there shall be appointed one (1) more foreman, who shall receive base rate of mechanic plus 10% per hour additional pay.
2. Foreman's Duties: Assigns and supervises work of individual craftsmen in the crew, specifically concentrating on safety, quality and productivity. This should include work activity layout, insuring that sufficient tools and material are provided, people are working safely, and arranging for any training required for the crew and any other duties deemed by the employer.
3. General Foreman's Duties: Coordinates with Craft Superintendent; man-power, equipment and material requirements, work sequences, methods and schedules for efficient utilization of manpower and equipment.
4. General Foreman brought in from other territories will not be counted in this Article.
5. Foreman training consisting of two (2) 8 hour sessions shall be completed for Journeyman eligibility to receive applicable additional Foreman compensation. Approved Foreman training programs to be similar to established training programs, i.e. L.M.C.T. , AGC, accredited Apprentice courses per the curriculum of the International Training Program, WICA or similar. Training shall be completed prior to August 1 2018 for employee to receive additional Foreman's pay. Employer agrees to compensate employee for eight (8) hours wages, employee will not receive compensation for the other eight (8) hours of training. Foreman Training dates for this contract term to be determined in Labor-Management meetings.

D.

High and Hazard:

Employees working in a Boson's Chair or on a suspended cable or swinging scaffold shall receive a premium of \$1.00 per hour in addition to their regular rate. Regarding Smelter work, when the smelter is in operation and the toxic gases at the smelter requires use of gas masks or respirators, employee shall receive one dollar (\$ 1.00) per hour in addition to their regular rate of pay for times when they are required to use such masks or respirators. Employees or foremen shall receive such premium pay only if actually performing the premium work. To be limited to areas where required by ownership to specifically wear the respirator on the individuals face for duration of workday.

E.

Parking:

When the employee parks his own vehicle he will be reimbursed actual expense when receipts are presented to the Employer.

ARTICLE VII HOURS OF WORK

A. Workday:

The regular workday shall consist of eight (8) consecutive hours, exclusive of lunch but inclusive of a 15 minute morning break, commencing at 8:00 A.M. The starting time, however, as particular job conditions permit or require, may be changed by the individual Employer, after the Employer has given proper notification to the Union. In no instance shall the regular work day start earlier than 5:00 A.M.

B. Shift Work:

Shift work shall be permitted on the following basis:

Normal Day Shift shall be known as #1 or Primary Shift. The #1 shift must be worked between the hours of 5:00 AM to 5:00 PM. The Second or Swing Shift shall be known as #2 Shift. The #2 Shift must be worked between the hours of 4:00 PM to 1:00 AM. The Third or Graveyard Shift shall be known as the #3 Shift. The #3 Shift must be worked between the hours of 12:00 AM to 8:00 AM.

All #2 Shifts will be worked at 5% "Shift Differential" over the base hourly rate and the #3 Shift will be worked at 10% "Shift Differential" over the base hourly rate.

The #1 Shift shall be the regular work day as defined in paragraph "A" above. Pay for a #1 Shift shall be based upon actual hours worked or per "Article X Show Up Time". Wages paid shall be based upon the regular hourly base wage rate. All Fringe Benefits shall be remitted based upon "Total Hours Paid".

The #2 Shift shall be 8 hours pay and the work day consisting of 8 consecutive hours, exclusive of lunch but inclusive of a 15 minute morning break. Pay for a #2 Shift shall be based upon actual hours worked or per "Article X Show Up Time". Wages paid shall be based upon the regular hourly base wage rate. "Shift Differential" shall be based upon the straight time base wage rate, not on overtime rates. All Fringe Benefits shall be remitted based upon "Total Hours Paid".

IE: (ST= \$20.00x 5%= \$1.00= \$21.00 / OT= \$30.00 + \$1.00= \$31.00).

The #3 Shift shall be 8 hours pay and the work day consisting of 8 consecutive hours, exclusive of lunch but inclusive of a 15 minute morning break. Pay for a #3 Shift shall be based upon actual hours worked or per "Article X Show Up Time". Wages paid shall be based upon the regular hourly base wage rate. "Shift Differential" shall be based upon the straight time base wage rate, not on overtime rates. All Fringe Benefits shall be remitted based upon "Total Hours Paid".

IE: (ST= \$20.00x 10%= \$2.00= \$22.00 / OT= \$30.00 + \$2.00= \$32.00).

An regular shift is defined as an shift that is worked for 3 or more consecutive days.

All hours worked in excess of a "Full Shift Period" shall be paid in accordance with "Article VIII Overtime & Holidays. All overtime shall calculated on the regular straight time rate, not on the regular straight time rate plus "Shift Differential".

ARTICLE VIII

OVERTIME AND HOLIDAYS

- A. All hours after eight (8) hours per day and all hours on Saturday shall be time and one-half (1 1/2) Sunday and Holidays shall be double time. All hours worked after 10 hours Monday through Friday, and all hours worked after 8 hours on Saturday, shall be double time. Every effort will be made not to exceed ten (10) hours a day with the exception of an emergency or plant safety. All overtime will be employee's option with no penalty imposed by Employer for not working.
- B. The observed Holidays are: New Year's Day, Presidents Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Such Holidays shall be observed on days to coincide with national observance of the Holidays. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid.
- C. When a Holiday falls on Sunday, the following Monday shall be observed as the Holiday. When a Holiday falls on Saturday, the proceeding Friday shall be observed as the Holiday.

ARTICLE IX HIRING HALL

- A. The Employer and the Union agree that in the employment of the employees for all work covered by this Agreement and where said employees are referred to the Employer by the Union as hereinafter provided, the following conditions and procedures shall govern:
 - 1. The Union shall establish open and nondiscriminatory lists for employment of employees in the work and area jurisdiction of this Agreement. As used herein, the term to open and-nondiscriminatory" employment means that the selection by the Union of applicants for referral to jobs shall be on nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligations of Union membership, policies or requirements.

There shall be no discrimination against any person with regard to recruitment, hiring, promotion, demotion, transfer, rates of pay or other forms of compensation, selection for apprenticeship training, layoff or termination, or admission to Union membership because of sex, race, religion, color, national origin, or ancestry.

- B. A dispatching office will be established and the dispatching office shall maintain appropriate registration lists or cards, kept current, and referrals will be made in the order of preference.

"A" List

Workers being dispatched from within the jurisdiction of Local No. 73, who are duly qualified for the job, who are available for work, who are duly registered as out-of work at the Dispatching Office, and who have worked as a mechanic for signatory Employers in the area and craft jurisdiction of Local No. 73 for at least five thousand (5,000) hours in the last five (5) years preceding the date of their current registration. Any Apprentice completing his Apprenticeship pursuant to the rules and regulations of the Joint Apprenticeship Committee shall automatically be qualified to register on the "A" List without regard to the

hours-years standard. Any newly organized person who qualifies as a mechanic member shall be qualified to register for the "A List".

"B" List—Apprentices, Applicant Apprentices

Workers being dispatched from within the jurisdiction of Local No. 73, who are apprentice employees, who are indentured in the Joint Apprenticeship Training Program, who are available for work, who are then duly registered as out-of-work at the Dispatching Office.

The JATC shall be responsible for and develop a policy for the rotation of apprentices to insure proper training during the apprenticeship period. This policy will be implemented by January 15, 2003. If the JATC is not able to accomplish this task, rotation of apprentices shall be as mutually agreed upon between Business Manager and Employer.

"C" List

Workers being dispatched from within the jurisdiction of Local No. 73, who are Journeymen Asbestos Workers, who are then registered as out-of-work at the Dispatching Office, and do not qualify under the "A" list hours worked provision.

Applicant Apprentices shall be defined as persons that have completed probationary period as a Helper for 400 hours or 3 months and have applied to the JATC prior to being indentured into the apprenticeship program. Successful Applicant Apprentices shall be indentured into the Apprenticeship program immediately after their probationary period and start school after their 6 month probationary period. The number shall be determined solely by the JATC.

"D" List— Material Handlers and Hazardous Material Handlers, Helpers

All other employees and job applicants shall be placed on the "D" List and will be considered temporary employees. The temporary "D" List employees would be replaced providing "B" List employees become available within forty-eight (48) hours. When an Employer has a reduction in force, temporary employees shall be the first to be laid off.

C. Employees or job applicant shall be entered on the appropriate out-of-work list in order in which they register at the Hiring Hall and shall advance on each list as those with prior registration are dispatched. An employee who is dispatched shall be removed from the out-of-work list unless he re-registers within forty one hours worked of his dispatch as a result of a layoff, in which event he will be returned to his former position on the list. An employee, who refuses to be dispatched, if he is able to work, shall be placed at the bottom of the out-of-work list.

1. Job applicants shall be dispatched in the order in which they appear on the out-of work registration list maintained for such purpose at the Union Hiring Hall, i.e., on a first-in, first-out basis within their specific classifications.
2. The employees or job applicants on the "A" List shall be dispatched before any employees or job applicants on the "B" List, and all employees or job applicants on the "B" List shall be dispatched before any employees or job applicants on the "C" List are dispatched, and all employees or job

applicants on the "C" List shall be dispatched before any employees or job applicants on the "D" List are dispatched, except as hereinafter provided.

Applicants on the "A", "B", "C", and "D", list shall be dispatched by name if applicable. Apprentices may be dispatched before the "A" list to meet the proper ratio.

3. In the cases where the Employer calls upon the Union for employees, such Employer shall have the right to reject, on a nondiscriminatory basis, any job applicant.

The Individual Employers shall secure all employees covered by the Agreement through the Employment Office of the Union. Satisfactory and competent employees will be furnished within two (2) regular working days exclusive of the day they are requested. All requests for employees must be made on a regular working day and during the regular office hours of the Union between 9:00 A.M. to 4:00 P.M. In the event the employees cannot be or are not furnished by the Union, the Individual Employer may employ any person, but shall within twenty-four (24) hours notify the Union of the name, address and social security number of the person or persons so employed and of the date and classification of the employment. If so demanded by the Union or any Individual Employer, such employees shall be required as a condition to continued employment, to submit to examination by the Joint Apprenticeship Training Committee to determine their classification and qualification for employment within the industry.

4. The Employers have the right to inspection of dispatching operations, provided reasonable notice is given, and such inspection is during regular office-hours.
5. "Available for work" and "duly registered" means that the applicant must have registered, must have his registration current, and must be present at the time and place uniformly required for referral and must be ready, able and willing to go to the jobsite and perform work for which he is being dispatched. The regulation and practice of the Dispatching Office shall be uniform as to all applicants with respect to registration, re-registration, physical presence in the office-at given hours, telephoning in, being available at a telephone, etc., and the applicants shall be informed of such regulations and practices. The Employer shall notify the Hiring Hall by 4:00 P.M. the day before the employees are to be dispatched.
6. No workman shall be put to work unless he has with him a written referral from the proper Dispatching Office. Employee's domiciled in the Metro Phoenix area shall go to the Union hall and pick up their referral prior to reporting for work except in those circumstances where first obtaining the referral would, because of the distance involved, be impractical. In the latter instance, the dispatcher will mail or deliver to the Employer the appropriate referral. The parties agree to utilize a referral slip mutually agreeable to both parties, further the employers agree to return the referral signed by Union, employee and employer within 7 days of dispatch. Referrals shall be returned via fax, e-mail, Fed-Ex, U.S Mail or hand delivered).
7. The operation of the Hiring Hall and the employment practices in the industry shall be conducted in conformity with that order of the United States Department of Labor dated November 3, 1971, pursuant to Executive Order 11246.3 C.F.R. 402 and 41 C.F.R. 60, dealing with compliance with "Affirmative Action Plan" as conditions of federal and federally-assisted construction. The Union accepts the responsibility of providing minority personnel in compliance with these requirements insofar as it is within its power to do so, and if the Union is unable to comply, the Employer may on twenty-four (24)

hours' notice to the Union, recruit personnel directly where needed to meet the requirements of this Executive Order. The parties recognized that this provision of Agreement relates to an area which is highly subject to change. Therefore, this Agreement shall be regarded as modified by a subsequent modification of the Order of November 3, 1971, and shall be regarded as replaced by any community action program or industry plan dealing with the same subject matter which may be approved by the Union and the association during the life of this Agreement.

8. A, B, C, & D List applicants must register in writing, by fax, or by e-mail with the Union in order to be available for referral. A, B, C & D list applicants must re-register with the Union office during office hours in writing, by fax, or by e-mail on the first business day of each month to maintain a position on the appropriate out of work lists. Workmen, when registering on the appropriate out-of-work list, must provide the dispatcher with a current address and phone number.

D. It is the responsibility of the dispatcher to determine, in the first place, the proper preference list upon which to place the registrant. This will normally be based upon information and papers, which the applicant supplies. Such determination shall not be construed as a warranty, guarantee or promise that an employee can, in fact, perform satisfactorily or that he will perform satisfactorily at the particular job to which he is referred. If any doubt exists as to the applicant's proper placement on the list, the dispatcher may call prior employers or make other prompt and pertinent investigation to get the facts needed, or he may require the applicant to furnish proof of past employment. Any dispute, which may arise relative to the operation of the Hiring Hall, shall be settled as follows:

1. The applicant shall file with the Dispatching Office a written request for review of the disputed matter within ten (10) working days after the dispute arises. He shall also, at the time, deposit with the Dispatching Office a cash bond in the sum of ten dollars (\$10.00) which sum will be used solely toward paying his share of the referee's fees.
2. The Local Union will initiate and the Area Labor Management Committee will arrange to have an impartial referee review the dispute within ten (10) days after the written request has been filed. Time and place of an informal hearing will be fixed by the referee and notice thereof will be given to the applicant by the Union, as soon as practical.
3. The referee will examine all material evidence submitted by the applicant and the Union and will conclusively decide in which group the applicant should be placed, what qualifications the applicant has, or such other issue as may be disputed. The Union will then register and classify the applicant accordingly or otherwise implement the referee's decision. Nothing contained herein, however, may be interpreted to permit or grant power to the referee to alter, amend, modify, or otherwise change the term or condition of the collective bargaining agreement or these dispatching procedures.
4. The referee will be selected from the clergy or from some other group not directly associated with management or labor.
5. The referee's fees will be borne equally by the Union and applicant, except that the applicant shall, in no circumstances, be required to pay a sum in excess of ten dollars (\$10.00) bond on file with the Dispatching Office and any excess shall be returned to the applicant as soon as possible. In addition to sharing the first twenty dollars (\$20.00) of the fees, the Union will pay all referees' fees over and above the sum of twenty dollars (\$20.00)

E. For Industrial Maintenance “A” and “B” lists to be call by name

ARTICLE X WORK STANDARDS AND RULES

A. Employees at Work:

The Union shall agree that employees represented by it shall be considered employed by a shop from the time of employment and that they shall proceed to and execute said work in a faithful workmanship manner adhering to the Professional Craftsman Code of Conduct as agreed by the employee and employer.

B. Show-Up Time:

Employees covered by this Agreement who report for work by direction of the Employer, but are not placed at work will be paid for show-up time as follows:

Two (2) hour show up time is not to be paid for pre-employment requirements.

Zone 3: Any employee who reports for work and work is provided shall receive not less 4 hours pay. If more than 4 hours are worked in any one day, they shall receive not less than a full day's pay. Daily subsistence shall be paid in full. Zone 1 and 2 –after 2 hours show-up time – Hours worked = Hours paid. If any employee voluntarily shortens his work day, he will be paid for hours worked only.

C. Apprentice Ratio:

The ratio of Apprentices may equal, but not exceed, a ratio of one (1) Apprentice to three (3) Mechanics employed in a shop. No Apprentice shall execute work unless in company of a Mechanic.

D. Limitations:

Local No. 73 agrees there shall be no limitations or restrictions placed upon the individual working effort of the employees represented by it.

E. Pay Rules:

Employees shall be paid by check, and shall include a breakdown showing rates, hours, overtime worked, travel allowance, gross pay and all deductions. Payday shall be once each week (on or before Friday) and shall not be more than five (5) days after the pay period. If a Holiday falls on Friday, payday shall be Thursday. If a Holiday falls on Thursday, payday shall be Wednesday. If an employer elects to provide compensation for hours not worked, such as vacation or paid day(s) off, it may be paid as wages only with no obligation to pay the fringe benefit package. Any award or settlement through arbitration or grievance procedures shall be considered as hours worked and all fringes shall be paid along with wages.

If an employee does not receive his check by quitting time on payday, he shall be paid at his straight time rate, not to exceed eight (8) hours per day for each day his check is delayed, in excess of any hours worked, except when an employee quits or the delay is beyond the control of the Employer.

On projects where conditions are such that employees are unable to cash their checks through a local bank, the Employer shall make arrangements to insure prompt payments of same. If arrangements are not made then the employee shall be reimbursed for the cost associated with cashing their paycheck if proper I.D. is provided by the employee.

An employee who voluntarily quits and gives notice of same by the end of the preceding shift shall be paid in full by the end of the next regular shift when there are check writing facilities on the jobsite. On jobs with no facilities available, the employees shall be paid in full within forty-eight (48) hours. The employees also have the option of going to the employers' office to pick up their final check. Travel pay will not be paid to any employee who voluntarily quits.

F. Bad Checks:

In the event that an employer pays an employee by check, and there is insufficient funds to cover such check, the employer shall within 1 day of being notified of the problem make good said check, and must pay an amount equal to 50% of the employee's net amount of said check to cover all expenses incurred.

G. Transportation:

Jobs requiring an employee to walk from the outside of the owner's property and are more than one thousand (1,000) feet from the gate; the Employer shall furnish a company-owned truck to transport employees, before and after the work day, to and from the outside gate if deemed necessary by the Employer and Business Manager.

H. Job Steward/Quality Control Craftsman (QCC):

A job steward/QCC may be appointed by the Union as a working employee who, in addition to his work as a mechanic, shall be permitted to perform, during working hours, such of his Union duties as cannot be performed at any other time. The Job Steward/QCC shall perform these duties as expeditiously as possible, and the Employer agrees to allow Job Stewards/QCC a reasonable amount of time for performance duties. The Union shall notify the Employer of the appointment of each Job Steward/QCC, and the Employer, before layoff or discharging a Job Steward/QCC, shall notify the Union of his intention to do so. It is recognized by the Employer that it is desirable that the person appointed Job Steward/QCC remain on the job as long as there is work in his particular craft or trade. In no event shall an Employer discriminate against a Job Steward/QCC or lay off or discharge him on account of any actions taken by him in the proper performance of his Union duties. Prior to termination for cause, the employer shall notify the Business Manager. Contractor agrees that the Union Business Representative shall have access to all jobs and shops during working hours. The provisions of the QCC Program as established by the International Association will be adopted.

I. Personal Protective Equipment:

When employee uses a spray gun for spraying insulation and protective coatings, leather gloves and coveralls shall be furnished by the employer. On jobs where steel-toed boots are required, the employee may purchase steel-toed boots as required. The employer will reimburse the employee up to a maximum of \$50.00 per man per year or supply the required boots. The Employer may require boots be turned in when an employee is terminated.

J. Tool Box:

On jobs where employees are required because of security requirements to leave their tools on the job, metal toolboxes will be provided. Such toolboxes shall have a reinforced lid with adequate overlap and protected lock facilities, which eliminate the use of bolt cutters to cut the locks.

K. Change House-Drinking Water:

On all jobs where five (5) or more men are to be employed for thirty (30) days or more, a suitable change house will be furnished by the Employer, if deemed necessary by the Employer, Business Manager, or designee. On all jobs there shall be suitable sanitary drinking water and cups at all times as required by O.S.H.A. regulations.

L. Meals for Overtime Work:

The Employer shall furnish employees who are required to work longer than ten (10) hours or who are required to work longer than six (6) hours from a regularly scheduled mealtime, either suitable meal or time off with pay, not to exceed thirty (30) minutes, in which to obtain a meal.

M. Clean-Up Time:

Employees shall be allowed ten (10) minutes at noon and fifteen (15) minutes at quitting time for personal clean up.

N. Truck Driving:

No employees shall transport insulation material in his privately owned vehicle, nor shall any employee lease or make available to any Employer his privately owned vehicle for the transporting of such materials. No travel allowance will be paid when driving a company-owned vehicle.

O. Termination of Employees:

There shall be no discrimination on the part of the Employer or the Union against any employee, nor shall any employee be discharged by reasons of any Union activity interfering with the proper performance of his work. The Employer shall not discharge any employee because of race, religion, sex, color, national origin or age, nor because the employee has demanded his wages, overtime or other benefits to which the Agreement entitles him. With these exceptions, the Employer may discharge an employee for just cause. Just cause shall include failure to obey the instructions of the Employer.

Employees terminated by the Employer for any reason shall be paid in full on dismissal. Termination checks shall be written at the Employer's place of business the day of dismissal, and shall be mailed to the employee's residence or it may be picked up by the employee at the Employer's office before closing time. No employee shall be laid off by telephone. Employees may be terminated for cause by telephone. A termination notice shall be issued for each employee at the time of termination stating the reason for termination. A copy shall be signed by the Employer or his representative.

When an employer is unable to furnish work for an employee, that employer shall offer the employee the option of a furlough or a reduction in force. The reduction in force shall not be construed as a voluntary quit.

When an employer has a reduction in force, the employer shall not hire different employee of same classification within two (2) working days.

A copy shall be mailed to the Union business office. The Union shall for no more than six (6) months maintain "No Rehire" termination notices on an employee.

P. Crossing Picket Lines:

No employee covered by this Agreement shall be required to cross or work behind lawful primary picket line. No employee may be discharged or disciplined for refusing to cross or work behind such picket line, nor shall such refusal constitute a violation of this Agreement.

Q. Transferring Employees:

No employee can be loaned or transferred between contractors except by mutual agreement between Business Agent of Local No. 73, in whose jurisdiction he is employed, and his present Employer. No contractor shall pirate or solicit employee from other contractors bound hereunder.

R. Drug Testing Policy:

Employees failing drug screening will only be paid for time worked.

S. Paid Time Off

During the time this agreement is in effect, if the State of Arizona, or any city, or county, or political subdivision of the State of Arizona enacts a statute, ordinance, rule, law, or regulation mandating paid sick leave for employees within its jurisdiction, then both parties to this Agreement hereby agree to waive the requirements of this statute, ordinance, rule, law, or regulation including but not limited to Arizona Prop 206. Any Employer who is signatory to this agreement shall not be required to comply with said statute, ordinance, rule, law, or regulation, and any employee shall not have any right or cause of action against any signatory employer or Local 73 for violation of said statute, ordinance, rule, law, or regulation.

**ARTICLE XI
TOOL LIST**

Each employee is required to possess and furnish at the location of work, at all times, adequate and proper tools in good condition to perform his work as listed herein:

1. Small and Large Knife
2. 8" Nippers
3. 12' Tape Measure
4. Flat Mill File or Stone
5. Rubber Palm
6. Small Pointer Trowel
7. Bull Nose Trowel
8. Flat Trowel - 10" or Larger
9. Scissors
10. Pliers
11. Lacing Needle for Wire Mesh
12. MITRE Chart
13. Carpenters and Keyhole Saws
14. Rasp
15. Utility Knife
16. Rubbers or Springs
17. Aviation Snips - Left and Right
18. Tinsnips- 10" or Larger
19. Center Cut Snips

20. Hand Brake
21. Hand Crimpers
22. Wing Dividers
23. Screw Drivers - Flat and Phillips
24. Chalk Line
25. Awl
26. Hand Tool Bag
27. 4" Paste Brush
28. Channel Locks
29. 8" or 10" Crescent Wrench
30. 12" Crescent Wrench
31. Staple Guns as follows: A staple gun will be furnished by the Employer and the employee is required to return such in good condition, excluding normal wear and tear, or the employee will be required to pay for it. Leather gloves and left, right and straight "Aviation" snips will be available to employees required to work on stainless steel jacketing and mirror-type insulation. The cost of these items will be deducted from the employee's pay. If and when the employee returns the above items in good condition, excluding normal wear and tear, the employee will be refunded the money deducted for the above items.

Every effort will be made by the employee to return tools and equipment furnished by the Employer.

ARTICLE XII HEALTH AND SAFETY

- A. Safety rules and regulations of any plant or facility where employees are employed shall be complied with at all times. Adequate safety equipment must be furnished by the Employer for the employees' protection and used as directed. Questionable safety measures shall be referred to the Business Agent. It is understood that this includes the furnishing by the Employer of OSHA approved respirators whenever necessary.
- B. All employees shall strictly adhere to OSHA health and safety rules and regulations.

ARTICLE XIII TRUST AND BENEFIT PLANS

A. Health and Welfare:

1. Any monies allocated for contribution increases in Trust and Benefit Plans during term of contract will be taken from base wage rates.
2. Any monies allocated from base wage for increases in trust funds contribution will be returned to base wage if contribution decreases.

B. Medical Fund Contributions:

1. The Employer shall contribute \$6.89 per hour for each hour worked, pursuant to this Agreement, to the National Asbestos Workers Medical Fund, The Employer shall make an additional contribution of

thirty-five cents (\$0.35) per hour to the National Asbestos Workers Medical Fund to provide benefits for retired employees.

2. Each Employer making contributions to the National Asbestos Workers Medical Fund, pursuant to this Agreement, shall be bound by the terms of the Agreement and Declarations of Trust establishing the National Asbestos Workers Medical Fund.
3. Failure by any Employer to make payments to the Medical Fund by the 15th day of the month, and declared delinquent by the Fund Administrator as of the 25th day of the month, shall be deemed a breach of this Agreement by the particular Employer concerned and the Union shall have the right to cease working for the Employer. The Union shall have the further right to enforce collection of all amounts due without processing a grievance.

C. Pensions:

The Western Insulation Contractors Association (WICA) and the Western States Conference of Asbestos Workers' (Conference) have established a defined benefit pension plan known as the Western States Asbestos Workers' Pension Plan and a defined contribution plan known as the Western States Asbestos Workers' Individual Account Plan, both funded by the Western States Asbestos Workers' Pension Fund and a medical examination plan known as the Western States Asbestos Workers' Health Plan.

1. Defined Benefit Plan

The Western States Asbestos Workers' Pension Plan shall be managed to the extent legally permissible, in a manner which avoids creation of withdrawal liability for any participating Employer. The Plan shall be terminated if two consecutive annual actuarial valuations show that any participating Employer could incur withdrawal liability', unless the Board of Trustees has taken successful action to eliminate the withdrawal liability. Such action may include but is not limited to accepting appropriate allocations from existing Local Union wage packages, subject to applicable ratification by the Union membership. If the Pension Plan is terminated, the hourly contribution to the Pension Plan will be redirected to the Individual Account Plan.

The Employer shall pay the sum of \$5.62 per hour (including overtime) to the Pension Plan for each mechanic employed under this Agreement. The amount of contribution may be increased by written agreement between WICA and the Conference.

Any increase in benefits will be deducted from the total hourly compensation and shall not be considered maintenance of benefits. The Employer shall pay such additional amounts per hour as may be determined by written agreement between WICA and the Conference. Any additional contribution shall be made by adjustment within the total hourly compensation under this Agreement.

Apprentices and/or other employee classifications may be excluded from participation or may be entitled to a lower contribution rate as specified in Article VI, provided that any such exclusions or lower rates have been approved in writing by the Board of Trustees.

2. Individual Account Plan

Contributions to the Western States Asbestos Workers' Individual Account Plan are made in accordance with the following classifications:

- Class I: Apprentices (2nd year- 5th year)
- Class II: Mechanics employees who have performed at least 1-5 years in the Industry.
- Class III: Mechanic employees who have performed at least 6- 15 years in the trade.
- Class IV: Mechanic employees who have performed at least 16-19 years in the trade.
- Class V: Mechanic employees who have performed at least 20 or more years in the trade.

All above classifications \$1.15 employer contribution effective August 1 2017.

The Employer shall pay to the Western States Asbestos Workers' Individual Account Plan for each hour worked (including overtime) the following sums based on the employee's classification.

- Class I: Apprentice contribution rate of \$1.15 per hour as set forth in Article VI
- Class II: Mechanic contribution rate as set forth in Article VI
- Class III: Class II rate plus \$_____ per hour.
- Class IV: Class II rate plus \$_____ per hour.
- Class V: Class II rate plus an amount per hour to be determined by the actuary for the Plan to be no more than the maximum allowable contribution rate under the Internal Revenue Code.

The Employer shall pay wages and fringe benefit contributions in accordance with each employee's approved classification level unless and until notified by the Union of a classification change.

The wage rate for an employee in Class III, IV or V shall be reduced by the same amount by which the Employer's contribution for that employee exceeds the contribution payable for Class II.

Apprentices automatically move from Class I to Class II as soon as they complete the apprentice program and attain mechanic status. For all other classification changes an employee must submit a classification request to the Union no later than October 1. Upon approval by the Union, such classification change shall be effective the following January 1. Employees' service must be verified by the Plan administrative office before assignment to Class III, IV or V is approved by the Union. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Western States Conference Officers and approved by the WICA Central Labor Committee. In no event shall any classification change be implemented except by proper notification from the Union and no more than one (1) classification may be made during any calendar year, to be effective January 1.

Contributions to Classes II, III, and IV of the Individual Account Plan may be increased by written agreement between WICA and the Conference.

The increase in benefits will be deducted from the total hourly compensation and shall not be considered maintenance of benefits. The Employer shall pay such additional amounts per hour as may be determined by

written agreement between WICA and the Conference. Any additional contribution shall be made by adjustment within the total hourly compensation under this agreement.

Notwithstanding any provision herein to the contrary, the contribution levels to the Pension Plan and the Individual Account Plan shall not exceed the maximum amounts permitted under the Internal Revenue Code. If necessary, adjustments to the contribution rates shall be agreed upon by the parties hereto.

3. Health Plan

The Employer shall pay the sum of \$0.01 per hour (including overtime) to the Western States Asbestos Workers' Health Plan for each covered employee, whether or not the Employer is a member of WICA. This contribution rate may be changed by written agreement between WICA and the Conference.

Any additional contribution shall be made by adjustment within the total hourly compensation under this agreement.

4. General Provisions

Contributions to the Western States Asbestos Workers' Pension Plan, the Western States Asbestos Workers' Individual Account Plan and the Western States Asbestos Workers' Health Plan shall be made in the manner and within the time limits specified from time to time by the respective Board of Trustees. If the Employer fails to make any contribution on time and in full, the Employer shall be considered delinquent and shall be liable for liquidated damages, interest and other expenses as provided in the applicable Trust Agreement(s).

The Trust Agreement(s) for the Western States Asbestos Workers' Pension Fund and the Western States Asbestos Workers' Health Plan, as amended, are incorporated into and made a part of this Agreement. The Employer hereby accepts and agrees to be bound by the Trust Agreements and any future amendments, and by any policies or procedures adopted by the Trustees pursuant to the Trust Agreements. The Employer agrees that Employer Trustees appointed pursuant to the Trust Agreements are and shall be his representatives, and hereby grants power of attorney to such Trustees for the administration of the Trusts.

This Collective Bargaining Agreement incorporates and makes part of this Agreement the following agreements between WICA and the Conference: The Memorandum of Agreement, executed on April 21, 1992, effective from January 1, 1992 through December 31, 1997, the Letter of Understanding clarifying the Memorandum of Agreement, executed April 21, 1992, the Agreement to Extend Memorandum of Agreement, executed on February 20, 1998, effective from January 1, 1998 through December 31, 2000 and the Second Agreement to Extend Memorandum of Agreement, effective from January 1, 2001 through December 31, 2005, and the amendment to the Second Agreement to Extend Memoranda of Understanding and Agreement to Increase Contributions effective for the period January 1, 2007 until December 31, 2009.

5.

1. Bonding Requirements

All Employers signatory to a collective bargaining agreement requiring contributions to the Western States Insulators and Allied Workers Pension Plan, Western States Insulators and Allied Workers Individual Account Plan and /or the Western States Insulators and Allied Workers Health Plan shall be required to procure a surety

bond or cash bond to ensure prompt payment of fringe benefits. Either a bond or cash shall be deposited with the Fund Administrator of the Western States Insulators and Allied Workers Pension Trust Fund, as custodian.

Any new Employers shall have thirty (30) days to get a bond after he/she has signed a collective bargaining agreement or any other agreement requiring contributions to the Western States Insulators and Allied Workers Pension Plan, Western States Insulators and Allied Workers Individual Account Plan and /or the Western States Insulators and Allied Workers Health Plan.

All contributing employers are required to be in compliance no later than January 1 2017 or at such later date as established by the Board of Trustees.

2. Bond Amounts

The amount of the bond shall be based on the average number of Employees in the preceding twelve month period. For new employers, the number of Employees shall be based on the number of the Employees employed at the time the collective bargaining agreement or any other agreement requiring contributions to the Plans is signed.

Number of Employees	Bonding Dollar Amounts
3-10	\$30,000
11-20	\$60,000
21-50	\$90,000
51 +	\$250,000
Out of Conference	\$250,000
Out of State/Out of Country	\$500,000

If there is a conflict between the Trust Funds' Bonding Procedures and any collective bargaining agreement, the Trust Funds' Bonding Procedures shall govern.

Employers that perform work in multiple jurisdictions may satisfy the above bonding requirements by obtaining bond that in aggregate satisfy the required amounts or by any other appropriate arrangement as may be approved by the Trustees.

3. Lapse of Bond

If an Employer allows his/her bond to lapse or be cancelled, the Employer and the Local Union shall be notified of such occurrence by the Trust Fund Office. If a new bond or renewal of the original bond is not delivered to the Trust Fund Office within thirty (30) days, a One Hundred Dollar (\$100.00) fine shall be imposed payable to the Trust Fund. Additionally, the Trust Fund may not accept that Employer's contributions until the bond is placed and delivered to the Trust Fund Office.

4. Bonding Reports

The Trust Fund Administrator shall maintain a record of all surety bonds in place for all employers based upon this Bonding Procedure.

5. Execution of Bonds

The local area Health and Welfare Collection Counsel will have the authority to collect upon the bonds for delinquent employers, unless the Board of Trustees direct them not to do so.

6. Authority

The Board of Trustees shall have the authority to modify these Bonding procedures in whole or in part for any employer, based on the Employer's facts and circumstances, at the Trustees' sole discretion.

Employer acceptance of these Bonding Procedures and its duty to be bound by same shall be evidenced by an executed Participation Agreement and Acceptance of Trust and/or by being signatory to a collective bargaining agreement that requires contributions to the to the Western States Insulators and Allied Workers Pension Plan, Western States Insulators and Allied Workers Individual Account Plan and /or the Western States Insulators and Allied Workers Health Plan on or after January 1 2017, unless otherwise approved by the Board of Trustees.

D. Hiring Hall Service Fees or Service Charge:

The Employer will deduct an amount equal to 5.25% of total package from the hourly wages of each employee who individually and voluntarily authorized the Employer's signatory to the Agreement, in writing, to make such deductions, such amount per hour worked by the employee as is designated in the employee's authorization as Hiring Hall fees or equivalent services charges. Such deduction shall be made in accordance with the following provisions:

1. Such deductions shall be made only in accordance with instructions upon authorization cards, which shall be supplied by the Union. In order to be effective, such authorization cards shall be delivered to the Union with copies of such cards to be submitted simultaneously to the Employer signatory to this Agreement. Such authorization and assignments shall be irrevocable for a period of more than one (1) year from their effective dates, or beyond the termination date of this Agreement, whichever occurs sooner, provided that such authorization and assignments shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable, unless revoked by the employees within fifteen (15) days after any irrevocable period hereof. Such revocations shall be effective by written notice to both the Employer and Union within such fifteen (15) day period.
2. Deductions for Union membership dues or equivalent service charges shall be withheld by the Employer from the employee's weekly pay and shall be forwarded with monthly transmittal form for deposit to the Local Union's Office.
3. Such payroll deductions shall begin immediately if the employee has an authorized card on file with the Union and a copy of the card on file with the Employer signatory, or within three (3) days subsequent to receipt by the Union and by the signatory Employers, of the authorization card, or copies thereof, provided in Paragraph 1 above.
4. The Employer's obligation to make such deductions shall terminate in the event the employee shall for any reason cease to be an employee of the Employer, or upon receipt by the Employer of a written revocation by the Employee of such authorization card.
5. Both the Union and the Employer shall have the right to notify employees of the provisions of this Section.

6. The Union shall retain any such original authorization cards on file until revocation cards and for duration of contract.
7. The Employer agrees that Local No. 73 has the right to adjust the amount of Union dues or service charge check-off after written notice to the Employer.
8. Delinquent reports to Local 73 shall be subject to penalty of \$250.00 if not received by last day of the month.

E. Employer Failure to Make Certain Contributions:

Notwithstanding the grievance and arbitration procedure of this Agreement, or any other terms and conditions of this Agreement, in the case of failure of an Employer to make any of the payments provided for in Sections A, B, C, D of Article XIII and Article XIV, Paragraph B of this Agreement, and upon receipt of notification of delinquencies, the Union must notify the delinquent employer that unless corrective action is taken within ten (10) working days, the Union will take economic action against the employer, including a strike, the right to engage in a work stoppage, or to refuse to refer or dispatch any workers, or to withdraw employees from the Employer, during the periods in which the employer is delinquent in such payments.

F. The Heat and Frost Insulators and Allied Workers Labor-Management Cooperative Trust

Section 1. Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Asbestos Workers Labor-Management Cooperative Trust (LMCT) for each employee covered by this Agreement, as follows:

- (a) For each hour worked, for which an employee works, the Employer shall make a contribution of five cents (\$0.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.
- (b) For the purpose of this Article, each hour worked, shall be counted as hours worked for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous waste workers in the following classifications: journeymen, apprentices, helpers, trainees and probationary employees.
- (d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

G. General Provisions:

Contributions are due and are considered delinquent if not received by the 20th of the month following the month in which the employee's hours are worked. If any participating Employer is delinquent in the payment of contributions, such Employer shall be liable, in addition to the delinquent contributions, for liquidated damages of twenty percent (20%) of the amount of contributions owed, or fifty dollars (\$50.00), whichever is greater for each such failure to pay in full within the time provided. Except that if the Employer pays the amount of the delinquent contributions in full prior to the institution of legal action, the amount of liquidated

damages shall be reduced to ten percent (10%) of the amount of the contributions which are owed or twenty-five dollars (\$25.00), whichever is greater. In addition, the delinquent contributions shall bear interest at the rate of twelve percent (12%) per annum from the due date until they are paid. The Trustees shall have the authority, however, to waive all or part of the liquidated damages or interest for good cause shown. If any individual Employer defaults in the payment of any payments due, in addition to the amount due and liquidated damages provided for, there shall be added to the obligation of the defaulter all reasonable expenses incurred in the collection of the same, including, but not limited to, reasonable attorney fees and accountant fees, costs of attachment, bond and court costs.

The failure to make the payments herein required shall not be subject to Grievance or Arbitration Procedure provided for in this Agreement and it shall not be a violation of any provisions of any Collective bargaining Agreement including any No-Strike or Work Stoppage provisions for the Local Union to refuse to man any job or to withdraw employees from the job of a delinquent Employer:

The undersigned Employer accepts a true copy of the Agreement and Declaration of Trust dated November 20, 1959, which is made a part hereof.

It is understood and agreed that the Employer, by its signature to this Agreement, accepts the terms and provision of the Agreement and Declaration of Trust and shall be bound thereto and thereby upon acceptance by the Board of Trustees.

1. That the Employer Trustees named in the Agreement and Declaration of Trust and additional Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust and their successors in Trust are and shall be his representatives; and
2. That the Employer approves and consents to the appointment of the Trustees of said Agreement heretofore appointed and hereinafter selected as provided for in said Agreement.
3. That the Employer further ratifies, confirms approves and consents to all the acts of said Trustees of their duly appointed successors heretofore or hereafter taken in the creation and administration of the said Trust Agreement, including without limitations, the establishment, maintenance, modification and termination of a Pension Plan, the amount and type of benefits, which may be provided hereunder the crediting of service for the purpose of determining the benefits of individual employees and the method of funding and paying the benefits; and
4. That the employer further ratifies, confirms, approves and consents to all amendments of the said Trust Agreement that may hereafter be made by written agreement between the Trustees and the Western States Conference of Asbestos Workers and the Western Insulation Contractors Association of the Western States, regardless of whether the undersigned Employer is a member of the Western States; and
5. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, transferees and assigns of the respective parties hereto; and
6. The Local Union shall forthwith notify the administration office of the Fund of the fact and date of execution of this Agreement by any individual Employer, such Employer's name and name of an

Employer party to a National Agreement when such Employer employs employees in the jurisdiction of a Local Union and shall submit to such office a duplicate original of such Agreement; and

7. Except for those funds expressly provided for elsewhere in this Agreement, before any other fund may be established and/or before any monies may be diverted to any other such Fund, Local No. 73 and the Employer must mutually and expressly agree to the establishment of such other Fund and/or to such diversion; and
8. Nothing in this section relating to Pensions shall be construed to constitute a waiver or delegation by either party of any of their bargaining rights; and
9. Any conflict between Subsections (7) and (8) above with any other provisions in this section relating to Pensions shall be controlled by Subsections (7) and (8) as the case may be.
10. It is understood that the Union and Employer have bargained and negotiated regarding contributions only.
11. Contributions for Supervisors:

The Union and the Employer agree that when an employee is working in a supervisory position above the rank of General Foreman, the individual employer may make contributions for such employee to the Western States Asbestos Pension Plan, the Western States Asbestos Individual Account Plan, and the Western States Asbestos Health Plan in accordance with the contribution rates for journeymen set forth in this Agreement. Having made one (1) such contribution for an individual, the employer shall continue making contributions to the Western States Asbestos Pension Plan, the Western States Asbestos Individual Account Plan, and the Western States Asbestos Health Plan for all hours worked by the individual as long as he or she remains employed by the employer in any capacity. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Plans and shall have no other rights or privileges under this Agreement as an employee.

**ARTICLE XIV
TRAINING PROGRAM
(NEW 5 YEAR TRAINING & APPRENTICESHIP PROGRAM) FOR APPRENTICES INDENTURED
AFTER 9-1-05)**

- A. The Employer and the Union agree that the current Training and Apprenticeship Program complying with applicable Federal and State standards and laws shall remain in effect until all current apprentices in the program become Mechanics. A new 5 year program will be instituted for all apprentices indentured after 9-1-2005 The Apprenticeship Programs will be administered jointly by an equal number of Employer and Union representatives. Contractors shall make every attempt to maintain a 2.5 year Apprentice average (shop ratio).
- B. Effective on the signing hereof and during the term of this Agreement, each Employer shall contribute twenty-five cents (\$0.25) per hour for each hour worked and each employee shall contribute twenty-five cents (\$0.25) per hour for each hour worked into a Trust Fund to be created for the purpose of

administering the apprenticeship or Training Program. Contribution increased from \$0.20 to \$0.25 per hour worked effective date Aug. 1, 2014 (diverted from base wage rate). Subject to review, the joint Apprenticeship Committee may decrease or increase the contribution rates to the Apprenticeship Fund as conditions warrant. In order for contributions to be increased, a quorum from the Union and Employer must be present. The Joint Apprenticeship and Training Committee shall give written notice by certified return receipt mail to all signatory Contractors and the Union of any changes to the contribution rate. Current contribution rate \$0.425 per hour effective April 1, 2016.

- C. In the event the Union or Association should fail to provide continuous and cooperative joint administration of the Apprentice Program, the Association or the Union reserves the right to provide for the continuation of the program. If a majority of the representatives of either party to the Joint Apprentice and Training Committee fail to attend two (2) consecutive meetings of said Committee, the party who has had a majority of the representatives in attendance at the two (2) meetings mentioned above reserves the right to assume the exclusive administration of the Training Program. Further, it is understood and agreed that the party who has a majority of its representatives in attendance at the two (2) meetings mentioned above also reserves the right to conduct the normal business of the Committee in the absence of a majority of the representatives of the other party.
 - 1. The Employer agrees to pay eight (\$0.08) cents per hour worked to the Trustees of the Insulation Industry's Apprentice and Training Fund or to such depository as such Trustees may designate in writing. A report of the hours worked and payment with respect to each calendar month shall be made or deposited in the mail on or before the 15th day of the succeeding calendar month.
- D. It is understood and agreed that any Employer by signing this Agreement accepts the terms and provision for the Apprenticeship Trust Agreement and shall be bound thereto and all terms and provisions thereof. The Employer further agrees that employees, Trustees and any additional trustees appointed by the Association pursuant to the terms of the trust Agreement and their successors in trust are and shall be his representatives.
- E. The Employer further ratifies, confirms, approves and consents to all of the acts of said trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of the said Trust Agreement, including without limitation, the establishment, maintenance, modification and termination of a Training Plan.
- F. That the Employer further ratifies, confirms, approves and consents to all amendments of the said Trust Agreement that may hereafter be made by written agreement between the Trustees and Local No. 73 Asbestos Workers and The Employer.
- G. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, transferees and assigns of the respective parties hereto.
 - 1. Industry Fund
To be reviewed and potentially implemented by The Labor Management Committee.

ARTICLE XV GRIEVANCE PROCEDURE

- A. All grievances and disputes that may arise concerning the interpretation or application of this Agreement shall be discussed between the Employer and the Union, in an attempt to resolve the dispute. In the event the dispute or grievance has not been resolved after the second meeting, then either the Union or the Employer may, within ten (10) working days thereafter, by written notice to either party, submit the grievance or dispute to arbitration. An attempt by either party to call a meeting, which does not result in a meeting, shall be considered as a meeting for purposes of this Section.
- B. In the event an impartial arbitrator cannot be agreed upon by the Employer and the Union, within ten (10) days of receipt of the notice provided for in Subparagraph 1 of this Section 2, then a list of seven (7) arbitrators shall be obtained from the Federal Mediation and Conciliation Services. The Employer and the Union shall alternately strike one name from the list (the right to strike the first name having been determined by lot) until one (1) name remains and the person shall be accepted by both the Employer and the Union as the arbitrator.
- C. The arbitrator shall meet with the parties within ten (10) working days following his selection or at the arbitrator's earliest convenience. He shall have the authority to interpret and apply the provisions of the Agreement, but shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement or to establish or change any wage scale. In the event there is a determination by the arbitrator that the Employer or an employee covered by this Agreement is in violation of the Agreement, then the arbitrator may assess compensatory damages against the Employer or the employee, as the case may be.
- D. The arbitrator shall have the right to subpoena records, summon, question and examine party to the Agreement and their representatives or agents, and to hear witnesses. The arbitrator shall promptly issue his decision in writing, and the decision of the arbitrator shall be final and binding upon the Employer, the Union and affected employee.
- E. The compensation and expense of the arbitrator and the arbitration shall be divided equally, provided that: (a) each party shall bear the expenses in respect to own witnesses; and (b) the costs of any report or transcript shall be divided equally if furnished by mutual consent.
- F. The Union will not engage in any strike, slowdown or stoppage of work by reason of any dispute, including jurisdictional disputes arising under the provisions of this Agreement, excluding disputes concerning failure of the Employer to make the payments provided in A, B, C, D, E, F or G of Article XIII and XIV of this Agreement. The Employer will not engage in any lockout. Nothing contained in this Agreement shall preclude or prohibit the Union from taking economic action, including the right to strike, engage in a work stoppage or to refuse to refer or to dispatch workmen, or withdraw employees against a delinquent Employer during any period in which such Employer is delinquent in the payments provided for in A, B, C, D, E, F or G of Article XIII of this Agreement. Neither the Employer nor the Union will be relieved of its no-strike or no-lockout obligations of this paragraph in the event of failure of the other party to comply with a final decision of an arbitrator. The Union agrees that disciplinary action will be taken against members under local autonomy for such things, but not limited to, as a participation in a wildcat strike or work stoppage.
- G. For the duration of the Agreement, the Union, its officers and representatives shall not authorize, instigate, cause or ratify (nor shall any employee take part in) any strike, slowdown or stoppage of work, picketing or

other interruption of work because of any dispute which is subject to grievance procedure herein. Local No. 73 shall not be liable for any violation of this section by any action taken by employees which Local No. 73 did not authorize, instigate, cause or ratify.

1. All jurisdictional disputes shall be determined in the manner and by the procedure established by the Building and Construction Trades Department of the AFL-CIO, through the National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry. Such decision shall be final and binding upon and put into effect by the Employer and Union without delay.
2. Nothing contained in this contract, nor any part thereof, shall affect or apply to the Union in any action the Union may take against the Employer who has failed, neglected, or refused to comply with or execute any settlement, job decision or award or determination reached through the procedure for Settlement of Disputes by the National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry.
3. All grievances and disputes that may arise concerning interpretation or application of the terms of this Agreement shall be submitted in writing within thirty (30) calendar days after the employee, the Union, the Association or the Employer submitting the grievance first became aware, or by use of reasonable diligence should have been aware, of the occurrence on which the grievance is based.

ARTICLE XVI MISCELLANEOUS PROVISIONS

A. Illegal Wording:

If any portion of this Agreement should be found by a court of law to be in violation of existing Federal or State law, such illegal portions shall be inoperative and the balance of this Agreement, as such, shall continue in force and effect until date of expiration. The parties agree to enter into negotiations limited to such portions of the Agreement, which may be found to be illegal.

B. Notification of Change:

Either party to this Agreement desiring to renew it in its present form, or with change or amendment or terminate Agreement, shall make known such intention in writing sixty (60) days prior to the expiration date of this Agreement.

C. Amendments:

The Employer and the Union to be bound by any and all amendments, modifications and extensions to this Collective Bargaining Agreement made during the terms hereof by the Association and the Union.

This Agreement shall become effective August 1, 2020 and shall be rigidly observed until its expiration on July 31, 2023, during which time none of the parties to it shall continue to enforce or create any rule or by-law conflicting with its provisions.

D. Definition of Industrial Jobs:

1. Steam generating power plants
2. Nuclear power plants
3. Mines, mills, smelters, roasters and acid plants
4. Cryogenic plants
5. Lumber, pulp and paper mills
6. Dynamite plants
7. Asphalt plants and Cement plants
8. Oil refineries
9. Co-generation plants
10. Dams and hydro-electric plants
11. All jobs classified as prevailing wage heavy and highway by the Department of Labor

ARTICLE XVII TARGET JOB PROGRAM

- A. A Target Job is a job which the Union and Employer signatory to this Agreement agree that use of 1st and 2nd year Apprentices in ratios other than provided in Article X of this Agreement, will enhance the employment generally of Mechanics and Apprentices covered by this Agreement. In the event of the unavailability of sufficient 1st and 2nd year Apprentices, or applicants on the Apprenticeship waiting list, the Union may dispatch workers from any source they find adequate, to fill the request. These persons are defined herein as Target Apprentices.
1. The Employer may submit to the Union a Target Job opportunity. The Business Manager of the Union or his designate, at his sole discretion, will then approve or disapprove in writing of the Target Job opportunity submitted. If a Target Job is approved by the Business Manager, or his designate, the Employer will be notified of the special ratio of 1st or 2nd year Apprentices to Mechanics which may be used for such Target Job. Any other Employer competing for such Target Job will be afforded the same ratio.
 2. By the 15th day of each calendar month, the Union will submit to all Employers signatory to this Agreement a monthly written report of Target Jobs approved by the Union for the prior month.

ARTICLE XVIII POLICY ON ALCOHOL AND DRUG ABUSE

A. Policy Statement:

1. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Association and the union are committed to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug-free, alcohol-free, safe and healthy work environment for all employees.

B. Definitions:

1. Company: the term "Company" refers to an employer who is a party to, or bound by the terms of, a collective bargaining agreement with International Association of Heat and Frost Insulators and

Asbestos Workers or a local Union affiliated with the International Association of Heat and Frost Insulators and Asbestos Workers.

2. Company Premises: the term " Company Premises" refers to the construction job site for which the company has responsibility as well as all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased, or used by the company.
3. Prohibited Substances: the term "Prohibited Substances" refers to any drug the possession of which is prohibited by law.
4. Employee: the term "Employee" refers to a person employed by the company and represented by the union.
5. Accident: the term "Accident" refers to injury to a person or damage to property, to which an employee's conduct contributed directly or indirectly.
6. Reasonable Cause: the term "Reasonable Cause" refers to erratic behavior, such as noticeable imbalance, incoherence, and disorientation, or other incidents for circumstances that would lead one reasonably to conclude that an individual was impaired by drugs or alcohol.
7. Union: the term "Union" refers to the labor organization that represents the employees employed by the company.

C. Confidentiality:

1. All parties to this program have only the interest of the employees in mind, and therefore encourage any employee with a substance abuse problem to come forward and voluntarily accept the assistance of the parties in combating the problem. An employee assistance program will provide guidance and-protection for such an employee during the period of recovery. If an employee volunteers for help, the company will make every reasonable effort to return the employee to work upon recovery. The company will also ensure that information regarding the substance abuse problem of any employee that volunteers for help will remain confidential.
2. All action taken and information obtained pursuant to this policy will remain confidential. Such information will not be disclosed to anyone outside the company. All test results and related records must be kept confidential. The laboratory or other facility conducting a test for the presence of illegal drugs or alcohol shall not reveal any information to anyone other than the company, the union, and the employee and shall not reveal to the company or the union any information unrelated to determining whether the tested employee was impaired by illegal drugs or alcohol.
3. When a test is required the specimen will be identified by a code number, not by a name, to ensure confidentiality of the donor. Each specimen container will be properly labeled and made tamper-proof. The donor must witness this procedure.

D. Rules, Disciplinary Actions, and Grievance Procedures:

1. Rules: each employee must report to work in a physical condition that will enable him or her to perform his or her job in a safe and efficient manner. Employees shall not use, possess, dispense, or receive prohibited substances or use, dispense or receive prohibited substances or use, dispense, or receive alcoholic beverages on or at the job site.
2. Discipline: when the company has reasonable cause to believe that an employee is impaired by a prohibited substance or by an alcoholic beverage, the employee may be suspended, for reasons of safety, until test results are available. If no test results prove negative, the employee shall be returned to work with back pay, if the test results prove negative the employee shall be reinstated with back pay. In all other cases:
 - a) Applicants testing positive for prohibited substances will not be hired.
 - b) Employees who have not volunteered for an employee assistance program and who test positive will be subject to termination.
3. If reasonable cause exists, an employee must submit to a drug and alcohol test, if the company requests him to do so, and an employee who refuses to do so will be subject to termination.
4. Employees found in possession of prohibited substances will be subject to termination.
5. Employees found selling or distributing drugs will be subject to termination.
6. Employees found to be under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
7. Prescription Drugs. Employees using prescription medication that may impair the performance of job duties, by affecting either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all employees, the company will consult with the employee and his or her physician to determine if a reassignment of duties is necessary. The company will attempt to accommodate the needs of the employee by making an appropriate assignment. If, however, a reassignment is not possible, the employee will be placed on temporary medical leave until determined to be fit for duty by the prescribing physician.
8. Grievances. All aspects of this program will be subject to the grievance and arbitration procedure of the applicable collective bargaining agreement between the union and the company.

E. Drug and Alcohol Testing:

1. The company and the union agree that employees may be required to submit to drug and alcohol testing under the following circumstances.
2. The company may require job applicants to submit to a drug and/or alcohol test.
3. The company may require an employee to submit to a drug and/or alcohol test if a supervisor has reasonable cause to believe that the employee is impaired at work by a prohibited substance or an alcoholic beverage.

4. The company may require an employee to submit to a drug and/or alcohol test if the employee is involved in a workplace accident.
5. The company may require an employee to submit to a drug and/or alcohol test for a two year period as part of a follow-up to counseling or rehabilitation for substance abuse.
6. Drug and/or alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse or the College of American Pathology.
7. A test will be considered positive for a drug if the level detected meets or exceeds the cutoff level established for that drug by the Mandatory Guidelines for Federal Workplace Drug Testing Programs. A test will be considered positive for alcohol if it shows a blood alcohol level that is sufficient to demonstrate alcohol intoxication under applicable state law.
8. Urine samples shall be separated into two containers at the time of donation. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results. An employee whose urine sample produces a positive result shall have the right to have his or her sample retested, at his or her expense, at an accredited laboratory of his or her choice. If the retesting produces a negative result, the result of the initial test shall be deemed negative as well.
9. The handling and transportation of each specimen will be documented in a manner that properly establishes the chain of custody.
10. Any initially positive result will be confirmed by a gas chromatography-mass spectrometry (GC/MS) test. Unless an initially positive result is confirmed by a GC/MS test, it shall be deemed negative and reported as such by the laboratory or other testing facility.
11. All employees will have the right to discuss and explain the results of their tests with an appropriate representative of the company, including the right to advise the company of any medication prescribed by a physician, or of any other circumstances, that may have affected the test results.
12. No employee shall be required to sign any waiver forfeiting any rights or limiting the liability of the company, the owner, or any other person or entity connected with the performance of drug or alcohol tests.
13. The Company will bear all costs of all testing procedures.
14. The Employee shall bear all costs of a rehabilitation program.
15. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies the company that he or she may have a substance abuse problem, the company will assist in locating a suitable employee assistance program for treatment and will counsel the employee regarding medical benefits available under the health and welfare fund established by the collective bargaining agreement.

16. If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence to permit participation in an agreed-upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his or her former employment status, if work for which he or she qualifies exists.
17. Employees returning to work after successfully completing the rehabilitation program may be required to submit to drug tests, without prior notice, for a period of two years. A positive result on such a test may lead to discipline as described in this program.

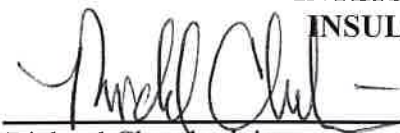
F. No Discrimination

1. This program will be applied only to accomplish the policy set forth in Part I and will not be used to discriminate against or harass any employee.

**ARTICLE XIX
LABOR MANAGEMENT COMMITTEE**

- A. The parties agree to establish a Joint Labor Management Committee.
- B. All employee training certifications and funding required to be considered as duly qualified for work shall be addressed in the Labor Management Committee.
- C. The Labor Management Committee shall develop a policy of drug testing. The Union agrees to administer the records of this drug testing. A fund shall be set up by the Contractors to fund all costs of drug testing.
- D. Attendance shall be mandatory for both parties. Meetings shall be held once per quarter (minimum) at the offices of the Federal Mediator. The meetings shall rotate between Phoenix and Tucson. The meetings shall have a pre-established agenda and time as agreed to by both parties. These meetings shall serve as a way to better our industry.

**INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS, LOCAL NO. 73**



Richard Chamberlain
Business Manager



Date

Michelle Moodie, President
Valley Mechanical Insulation

Date

INDUSTRIAL MAINTENANCE ADDENDUM

ARTICLE I WORK JURISDICTION

General:

This Agreement covers the terms and conditions of all employees working in the State of Arizona and engaged in Industrial Insulation Maintenance.

Industrial maintenance work shall be defined as all insulation work performed within the property or pre-fabricated off site, of the following facilities:

- A. Steam generating power plants
- B. Nuclear power plants
- C. Mines, mills, smelters, roasters and acid plants
- D. Cryogenic plants
- E. Lumber, pulp and paper mills
- F. Dynamite plants
- G. Asphalt plants and cement plants
- H. Oil refineries
- I. Co-generation plants
- J. Dams and hydro-electric plants

Maintenance: Maintenance shall be defined as any work performed of renovation, repair or maintenance character within the limits of any individual property.

Repair: The word repair as used in this Addendum and in connection with maintenance is work required to restore, by revamp, existing facilities to an efficient operational condition.

Renovation: The word renovation used in this Addendum and in connection with maintenance is work required to restore, by replacement or by revamp, existing facilities to an efficient operational condition.

ARTICLE II RATIOS

1 Mechanic or Intermediate Mechanic to 1 Apprentice or Applicant Apprentice or any combination thereof. The placing of employees will be solely at the contractor's discretion. The Contractor may employ additional Material Handlers (non-applicator classification for material hauling / clean-up).

ARTICLE III HIRING HALL

The Employer shall have the right to call for men by name from the "A" List, "B" List.

ARTICLE IV WAGES

The Employer agrees to pay the following wages per hour effective August 1, 2020 through July 31, 2023.

	Effective Dates:		
Industrial Maintenance Addendum	8/01/2020	8/01/2021	8/01/2022
Total Wage Package (Includes \$14.15 Fringes)	48.50	50.50	52.50
Mechanic (Check Wages—Less \$14.15 Fringes)	34.35	36.35	38.35
Fringes=Pension, H&W, Occ Health, Nat. Appr. Fund & LMCT			
1st Year-- 50% 0-9 months no H&W			
1st Year-- 50% H&W commences on 10th month			
2nd Year -- 60% 3rd Year-- 70%			
4th Year-- 80%, -5th Year --90%			
Material Handler/Applicant Apprentice/H.M.H – 45% of Mechanic Wage			
Helper at 40 % of Mechanic Wage			

1st year Apprentice, MH and HMH does not lose on fringe change. Apprentices shall receive same wage increase in each zone as Journeyman.

All rates for all classifications will be listed on Appendix A prior to effective dates.

All above wages require the addition of fringe benefits as stated in the Master Agreement. 2nd year apprentices shall receive Health & Welfare, Occupational Health, Nat. Appr., LMCT and IAP Pension benefits only. 1st year apprentices no fringes (except LMCT & Nat. Appr.) 0-9 months, Health and Welfare contribution begins on tenth month for 1st year Apprentice. Material Handlers shall receive 45% of Mechanic check wage and receive no benefits. The Employee's report to the Administrator of the Western States Asbestos Pension Fund and National Asbestos Workers Medical Fund shall disclose which of his employees are Material Handlers.

ARTICLE V TRAVEL ALLOWANCES

All towns and cities outside the Phoenix and Tucson market shall maintain a forty-five (45) mile radius; free zone from the U.S. Postal Office located herein. This paragraph shall apply to all such workmen domiciled in towns and cities outside the Phoenix/Tucson market area.

Workmen using their own vehicles for travel shall receive mileage pay at the rate of fifty-five and ½ (.555) cents per mile from City Hall in Phoenix or Tucson to the jobsite. This amount shall adjust pursuant to IRS allowances. Paid-for mileage will be calculated using the shortest road distance per Mapquest.com.

Employees will receive travel pay one way per project. For the purpose of travel allowance, employees being terminated for reduction in force shall not have travel money deducted.

ARTICLE VI OVERTIME, HOLIDAYS, PAYMENT OF WAGES, SHOW-UP TIME

A. Monday through Friday all hours in excess of ten hours worked shall be at two-times base rate. All hours worked Saturday shall be at one and one half times base rate pay up to eight hours. All hours worked in excess of eight shall be at two times base rate pay. All hours worked on Sunday shall be at two times base rate pay. Holidays shall be at two times base rate pay, except for Labor Day which shall be worked only in case of emergency and then at three times base rate pay.

B.

The observed Holidays are: New Year's Day, Presidents Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Such Holidays shall be observed on days to coincide with national observance of the Holidays. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid.

C.

When a Holiday falls on Sunday, the following Monday shall be observed as the Holiday. When a Holiday falls on Saturday, the proceeding Friday shall be observed as the Holiday.

Industrial Maintenance Addendum Terms and Conditions

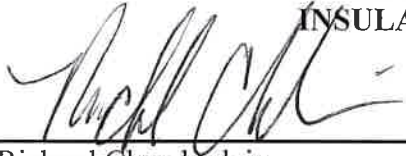
Does Not Apply to the Following Job Classifications:

1. All new industrial projects
2. All work performed under the National Power Generating Agreement, National Erectors Agreement, The National Constructors Agreement, The General President's Agreement and Nuclear Stabilization Agreement.
3. Project Agreements with pre-established rates.
4. All commercial insulation work covered under the Commercial Addendum.
5. This agreement is not available to Employers who are hiring a majority of other craftsmen at their 100% industrial rates.

Industrial Maintenance Addendum

This Addendum is to be Supplemental to the Collective Bargaining Agreement referred to as the Master Agreement in effect from August 1, 2020 through July 31, 2023, by and between the Western Insulation Contractors Association of Arizona, Independent Contractors and the International Association of Heat & Frost Insulators and Allied Workers Local No. 73. All provisions in the current Master Agreement not in conflict with this Industrial Maintenance Addendum will remain in effect. No Employer shall be signatory to this Industrial Maintenance Addendum without being signatory to the Master Agreement.

**INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS, LOCAL NO. 73**



Richard Chamberlain
Business Manager



Date

Michelle Moodie, President
Valley Mechanical Insulation

Date

COMMERCIAL ADDENDUM OF ARIZONA

ARTICLE I WORK JURISDICTION

General:

This agreement between the Employer and Union covers work on all commercial jobs from August 1, 2020 through July 31, 2023. Commercial jobs will be considered as all commercial work not listed under the Master Agreement or Industrial Maintenance addendum or projects classified as a "Prevailing Wage Jobs" or "Project Agreement Jobs".

ARTICLE II TRAVEL ALLOWANCES

All towns and cities outside the Phoenix market shall maintain a forty-five (45) mile radius, free zone from the City Hall / Post Office located herein. This paragraph shall apply to all such workmen domiciled in towns and cities outside the Phoenix market area.

Workmen using their own vehicles for travel outside the forty-five (45) mile free zone shall receive mileage pay at the rate of fifty-five and ½ (.555) per mile from the City Hall in Phoenix or Tucson to the jobsite. This amount shall adjust pursuant to IRS allowances. Paid-for mileage will be calculated using the most direct route per Mapquest .com.

The Union agrees to put no restrictions on the use of privately owned vehicles for Company use provided adequate compensation can be agreed upon by the employer, employee and business manager. Employers agree to furnish proof of insurance coverage to business manager. No employee shall be forced to pick up materials prior to or after their work shift.

Employees will receive travel pay one way per project. For the purpose of travel allowance, employees being terminated for reduction in force shall not have travel money deducted. If company-owned transportation is furnished to and from the job site from the shop location and Employee is not required to stay overnight, no mileage or subsistence will be paid. If Employee elects to use company-owned transportation to and from job site and is required to stay overnight, subsistence will be paid but no mileage will be paid.

ARTICLE III WAGES

The Employer agrees to pay the following wages per hour effective August 1, 2020 through July 31, 2023

	Effective Dates:		
	8/01/2020	8/01/2021	8/01/2022
Commercial Addendum of Arizona			
Total Wage Package (Includes \$14.15 Fringes)	47.77	49.77	51.77
Mechanic (Check Wages—Less \$14.15 Fringes)	33.62	35.62	37.62
Fringes=Pension, H&W, Occ Health, Nat. Appr. Fund & LMCT			
1st Year 50% 0-9 months no H&W			
1st Year 50% H&W commences on 10th month			
2nd Year -- 60% 3rd Year-- 70%			
4th Year-- 80%, -5th Year --90%			
Material Handler/Applicant Apprentice/H.M.H 45 % of Mechanic Wage			
Helper 40 % of Mechanic Wage			

Apprentices shall receive same wage increase in each zone as Journeyman.

All rates for all classifications will be listed on Appendix A, prior to effective dates.

All above wages require the addition of fringe benefits as stated in the Master Agreement. 2nd year apprentices shall receive Health & Welfare, Occupational Health, Nat. Appr., LMCT and IAP Pension benefits only. 1st year apprentices no fringes (except LMCT & Nat. Appr.) 0-9 months, Health and Welfare contribution begins on tenth month for 1st year Apprentice. Material Handlers shall receive 45% of Mechanic check wage and receive no benefits. The Employee's report to the Administrator of the Western States Asbestos Pension Fund and National Asbestos Workers Medical Fund shall disclose which of his employees are Material Handlers.

ARTICLE IV RATIOS

Two Journeymen, Intermediate Mechanics per one Apprentice, Applicant Apprentice or any combination thereof, except target program. The placing of employees will be solely at the contractor's discretion. This could and would result in the placement of multiple apprentices on one job site, and multiple journeymen on a different site. The Contractor may employ additional Material Handlers (non-applicator classification—material hauling / clean-up). Not applicable to Target projects

ARTICLE V
OVERTIME, HOLIDAYS, PAYMENT OF WAGES, SHOW-UP TIME

A.

Monday through Friday all hours in excess of ten hours worked shall be at two-times base rate. All hours worked Saturday shall be at one and one half times base rate pay up to eight hours. All hours worked in excess of eight shall be at two times base rate pay. All hours worked on Sunday shall be at two times base rate pay. Holidays shall be at two times base rate pay, except for Labor Day which shall be worked only in case of emergency and then at three times base rate pay.

B.

The observed Holidays are: New Year's Day, Presidents Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Such Holidays shall be observed on days to coincide with national observance of the Holidays. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid.

C.

When a Holiday falls on Sunday, the following Monday shall be observed as the Holiday. When a Holiday falls on Saturday, the proceeding Friday shall be observed as the Holiday.

ARTICLE VI
HIRING HALL

The Employer shall have the right to call for men by name from the "A" List, "B" List, "C" List and "D" List, provided, however, that a workman called for by name from the "D" List must have first been referred to the Hiring Hall by the Employer. The contractor has the right to inspect all hiring lists, and choose according to preference, not by "first on list" basis.

The "D" List includes all other employees and job applicants.

If a man is passed over on the list that man shall have the right to come before the employer for an evaluation meeting. The contractor will present reasons for not employing the man and what measures the man could take to become employable again. If that man is willing to correct the problems, the contractors will give the man a second chance rehire. If the problems are not sufficiently corrected, then the employer will have the right to terminate the man and issue a no re-hire until Business Manager and employer can agree that Employee has sufficiently corrected all termination issues.

ARTICLE VII

In the event of the unavailability of 1st and 2nd year Apprentices, or applicants on the Apprenticeship waiting list, the Union may dispatch workers from any source they find adequate, to fill the request.

ARTICLE VIII

The Employer may submit to the Union a Target Job opportunity other than listed below. The Business Manager will then approve or disapprove in writing of the Target Job opportunity submitted. If a Target Job is approved by the Business Manager, all Employers signatory to this Commercial addendum will be notified of the approval immediately. Target Job designation will be applicable to ratios only, no wage concession. Ratio other than 2 Journeyman to 1 Apprentice may be granted. Ratio shall not to exceed (1) one Journeyman to (3) three apprentices, or any combination apprentice, applicant apprentice and helper. In no instance shall the total number of helpers exceed the number of Apprentice or Applicant Apprentices without express approval/consent of the Business Manager.

By the 15th day of each calendar month, the Union will submit to all Employers signatory to this Agreement a monthly written report of Target Jobs approved by the Union for the prior month.

The following list of Projects do not require any further approval:

Casinos	Food Services Facilities
Assisted Care Facilities	Financial Institutions
Food & Dairy Facilities	Retail & Shopping Malls
Commercial Laundry & Dry Cleaning Facilities	Schools
Religious Facilities	Theaters
Hotels & Motels	Mortuaries
Multi Family Dwellings	
Higher Learning facilities (Universities and Community Colleges)	

Other facilities bidding that the contractor can show proof of non-signatory insulation contractor's participation and as agreed upon between the contractor and Business Manager:-

ARTICLE IX FOREMAN

The Employer shall appoint one (1) foreman on every jobsite requiring five (5) or more (1) one Foreman to (4) four employees but less than twelve (12), who is to receive base rate of mechanic plus \$1.00 up to a maximum of 10% an hour additional pay depending on experience. Material handler or any non-applicator classification will not count towards Foreman ratio.

1. On jobs requiring twelve (12) or more employees, there shall be appointed a General Foreman, who shall receive the base rate of mechanic plus 15% an hour additional pay. On job requiring fifteen (15) or more employees, there shall be an additional foreman and for every twelve (12) men after, there shall be appointed one (1) more foreman, who shall receive base rate of mechanic plus \$1.00 up to 10% per hour additional pay depending on experience.
2. Foreman's Duties: assigns and supervises work of individual craftsmen in the crew, specifically concentrating on safety, quality and productivity. This should include work activity layout, insuring that sufficient tools and material are provided; people are working safely, and arranging for any training required for the crew and any other duties deemed by the employer.

3. General Foreman's Duties: coordinates with Craft Superintendent; man-power, equipment and material requirements, work sequences, methods and schedules for efficient utilization of manpower and equipment.

This Addendum is to be Supplemental to the Collective Bargaining Agreement referred to as the Master Agreement in effect from August 1, 2020 through July 31, 2023, by and between the Western Insulation Contractors Association of Arizona, Independent Contractors and the International Association of Heat & Frost Insulators and Allied Workers Local No. 73. All provisions in the current Master Agreement not in conflict with this Commercial Addendum will remain in effect. No Employer shall be signatory to this Commercial Addendum without being signatory to the Master Agreement.

**INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS, LOCAL NO. 73**



Richard Chamberlain
Business Manager



Date

Michelle Moodie, President
Valley Mechanical Insulation

Date

COMMERCIAL ADDENDUM
Target Area of Southern Arizona

ARTICLE I

WORK JURISDICTION

General:

This agreement between the Employer and Union covers work on all commercial jobs in Southern Arizona from August 1, 2020 through July 31, 2023. Commercial jobs will be considered as all commercial work not listed under the Master Agreement or Industrial Maintenance addendum or projects classified as a "Prevailing Wage Jobs" or "Project Agreement Jobs". Targeted Area of Southern Arizona shall be defined as Pima County, Cochise County, Santa Cruz County, Graham County, La Paz County, Yuma County, and the towns of Kearny, Winkelman, Hayden, Mammoth, and to include the 45 mile free zone from the City Hall of Tucson. Verbiage and conditions not listed in this addendum revert back to the Master agreement verbiage.

ARTICLE II

TRAVEL ALLOWANCES

All towns and cities outside the Tucson market shall maintain a forty-five (45) mile radius, free zone from the City Hall / Post Office located herein. This paragraph shall apply to all such workmen domiciled in towns and cities outside the Tucson market area.

Workmen using their own vehicles for travel shall receive mileage pay at the rate of fifty-five and ½ (.555) cents per mile from City Hall in Tucson to the jobsite. This amount shall adjust pursuant to IRS allowances. Paid-for mileage will be calculated using the shortest road distance per Map Quest.com.

The Union agrees to put no restrictions on the use of privately owned vehicles for Company use provided adequate compensation can be agreed upon by the employer, employee and business manager. Employers agree to furnish proof of insurance coverage to Business Manager. No employee shall be forced to pick up materials prior to or after their work shift.

Employees will receive travel pay one way per project. For the purpose of travel allowance, employees being terminated for reduction in force shall not have travel money deducted. If company-owned transportation is furnished to and from the job site from the shop location and Employee is not required to stay overnight, no mileage or subsistence will be paid. If employee elects to use company-owned transportation to and from job site and is required to stay overnight, subsistence will be paid, but no mileage will be paid.

Zones, Subsistence, and Out of Town Monies:

Zone Description:

Zone 1: shall consist of the area lying within the boundaries of a circle, the radius of which is forty-five (45) miles from the City Hall of Tucson.

Zone 2: shall consist of the area lying beyond Zone 1 and within the limits of a circle whose radius is eighty-five (85) miles from the City Hall of Tucson.

Zone 3: shall consist of the area lying beyond Zone 2

Other Provisions:

In the event an employee voluntarily shortens his workday and works less than the schedule work hours for which he is entitled to subsistence; such amount shall be paid on a pro-rate basis providing that the employee has provided at least one (1) days' notice to Employer.

ARTICLE III WAGES

The Employer agrees to pay the following wages per hour effective August 1, 2020 through July 31, 2023.

Effective Dates:

	8/01/2020	8/01/2021	8/01/2022
Target Area of Southern Arizona			
Total Wage Package (Includes \$14.15 Fringes)	47.77	49.77	51.77
Mechanic (Check Wages—Less \$14.15 Fringes)	33.62	35.62	37.62
Fringes=Pension, H&W, Occ Health, Nat. Appr. Fund & LMCT			
1st Year-- 50% 0-9 months no H&W			
1st Year-- 50% H&W commences on 10th month			
2nd Year -- 60% 3rd Year-- 70%			
4th Year-- 80%, -5th Year --90%			
Material Handler/Applicant Apprentice/H.M.H – 45% of Mechanic Wage			
Helper-40%			

1st year Apprentice, MH and HMH does not lose on fringe change. Apprentices shall receive same wage increase in each zone as Journeyman.

All rates for all classifications will be listed on Appendix A, prior to effective dates.

All above wages require the addition of fringe benefits as stated in the Master Agreement. 2nd year apprentices shall receive Health & Welfare, Occupational Health, Nat. Appr., LMCT and IAP Pension benefits only. 1st year apprentices no fringes (except LMCT & Nat. Appr.) 0-9 months, Health and Welfare contribution begins on tenth month for 1st year Apprentice. Material Handlers shall receive 45% of Mechanic check wage and receive no benefits. The Employee's report to the Administrator of the Western States Asbestos Pension Fund and National Asbestos Workers Medical Fund shall disclose which of his employees are Material Handlers.

ARTICLE IV RATIOS

One (1) Mechanic or Intermediate Mechanic to four (4) Apprentices, or any combination thereof. The placing of employees will be solely at the contractor's discretion. This could and would result in the placement of multiple apprentices on one job site, and multiple journeymen on a different site. The Contractor may employ additional Material Handlers (non-applicator classification for material hauling clean-up).

ARTICLE V FOREMAN

The Employer shall appoint one (1) foreman on every jobsite requiring five (5) or more (1) one Foreman to (4) four employees but less than twelve (12), who is to receive base rate of mechanic plus \$1.00 up to a maximum of 10% an hour additional pay depending on experience. Material handler or any non-applicator classification will not count towards Foreman ratio.

1. On jobs requiring twelve (12) or more employees, there shall be appointed a General Foreman, who shall receive the base rate of mechanic plus 15% an hour additional pay. On job requiring fifteen (15) or more employees, there shall be an additional foreman and for every twelve (12) men after, there shall be appointed one (1) more foreman, who shall receive base rate of mechanic plus \$1.00 up to 10% per hour additional pay depending on experience.

1. Foreman's Duties: Assigns and supervises work of individual craftsmen in the crew, specifically concentrating on safety, quality and productivity. This should include work activity layout, insuring that sufficient tools and material are provided; people are working safely, and arranging for any training required for the crew and any other duties deemed by the employer.

2. General Foreman's Duties: Coordinates with Craft Superintendent; man-power, equipment and material requirements, work sequences, methods and schedules for efficient utilization of manpower and equipment.

ARTICLE VI OVERTIME AND HOLIDAYS

A.

Monday through Friday all hours in excess of ten hours worked shall be at two-times base rate. All hours worked Saturday shall be at one and one half times base rate pay up to eight hours. All hours worked in excess of eight shall be at two times base rate pay. All hours worked on Sunday shall be at two times base rate pay. Holidays shall be at two times base rate pay, except for Labor Day which shall be worked only in case of emergency and then at three times base rate pay.

B.

The observed Holidays are: New Year's Day, Presidents Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Such Holidays shall be observed on days to coincide with national observance of the Holidays. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid.

C.

When a Holiday falls on Sunday, the following Monday shall be observed as the Holiday. When a Holiday falls on Saturday, the proceeding Friday shall be observed as the Holiday.

ARTICLE VII HIRING HALL

The Employer shall have the right to call for men by name from the "A" List, "B" List, "C" List and "D" List, provided, however, that a workman called for by name from the "D" List must have first been referred to the Hiring Hall by the Employer. The contractor has the right to inspect all hiring lists, and choose according to preference, not by "first on list" basis.

The "D" List includes all other employees and job applicants.

Employers shall not call by name under the commercial addendum, to man industrial jobs. If a man is passed over on the list that man shall have the right to come before the employer for an evaluation meeting. The contractor will present reasons for not employing the man and what measures the man could take to become employable again. If that man is willing to correct the problems, the contractors will give the man a second chance rehire. If the problems are not sufficiently corrected, then the employer will have the right to terminate

the man and issue a no re-hire until Business Manager and employer can agree that Employee has sufficiently corrected all termination issues.

ARTICLE VIII WORK STANDARDS AND RULES

A. Show-Up Time:

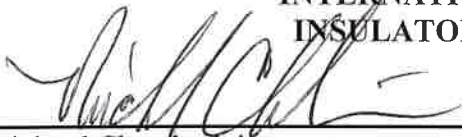
Employees covered by this Agreement who report for work by direction of the Employer, but are not placed at work will be paid for show-up time as follows:

Any workman reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours, for reporting, unless he has been notified before the end of the last preceding shift not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay. If more than four (4) hours are worked in any one-day, shall receive not less than a full day's pay. In the event of continuous inclement weather or breakdown of a major unit of the project or act of God, sub in the Zone 2 & 3 will be paid the daily rate Discontinuance of the job shall be determined by individual in charge. Daily subsistence shall be paid in full. If any employee voluntarily shortens his workday, he will be paid for only hours worked and subsistence if any due shall be prorated.

This Addendum is to be Supplemental to the Collective Bargaining Agreement referred to as the Master Agreement in effect from August 1, 2020 through July 31, 2023, by and between the Western Insulation Contractors Association of Arizona, Independent Contractors and the International Association of Heat & Frost Insulators and Asbestos Workers Local No. 73. All provisions in the current Master Agreement not in conflict with this Commercial Addendum will remain in effect. No Employer shall be signatory to this Commercial Addendum without being signatory to the Master Agreement.

This Addendum will be reviewed each January at the Labor Management meeting. It shall be reviewed by the Union and Contractors signatory to this Addendum to track effectiveness of the Southern Arizona Target Addendum.

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO 73



Richard Chamberlain
Business Manager



Date

Michelle Moodie, President
Valley Mechanical Insulation

Date

ASBESTOS, LEAD AND HAZARDOUS WASTE REMOVAL ADDENDUM

ARTICLE I WORK JURISDICTION

General:

This Agreement covers the terms and conditions of all employees working in the State of Arizona and engaged in Hazard Waste removal work.

ARTICLE II RATIOS

One Journeyman per six Hazardous Material Handlers: Placement shall be at the discretion of the employer.

ARTICLE III WAGES


The employer agrees to pay the wage rates set forth in either the Industrial Maintenance Addendum or the Commercial Addendum as applicable, effective August 1, 2020 through July 31, 2023.

Mechanic	Per Appropriate Agreement (Commercial or Industrial)
Hazardous Material Handler	\$11.97 per hour (minimum)
Zone 2	Per Appropriate Agreement
Zone 3	Per Appropriate Agreement
Mileage	Per Appropriate Agreement

ARTICLE IV

All other terms of the Master Agreement shall apply including, but no limited the requirement to pay fringe benefits. The employer's report to the Administrator of the Western States Asbestos Pension Fund and National Asbestos Medical Fund shall disclose which of his employees are Hazardous Material Handlers. All costs associated with the certification of Hazardous Material Handlers shall be the responsibility of the JATC.

**INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS, LOCAL NO. 73**


Richard Chamberlain
Business Manager

8/21/2020

Date

Michelle Moodie, President
Valley Mechanical Insulation

Date

FIRESTOP ADDENDUM

ARTICLE 1 WORK JURISDICTION

General:

This Agreement covers the terms and conditions of all employees working in the State of Arizona and engaged in Firestop work.

ARTICLE II RATIOS

One Journeyman per six Firestop Installers: Placement shall be at the discretion of the employer.

ARTICLE III WAGES

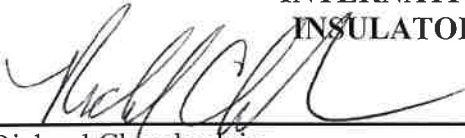
The employer agrees to pay the wage rates set forth per appropriate agreement, effective August 1, 2020 through July 31, 2023.

Mechanic	Per Appropriate Agreement (Commercial or Industrial)
Firestop Installer	\$11.97 per hour (minimum)
Zone 2	Per Appropriate Agreement
Zone 3	Per Appropriate Agreement
Mileage	Per Appropriate Agreement

ARTICLE IV

All other terms of the Master Agreement shall apply including, but no limited the requirement to pay fringe benefits. The employer's report to the Administrator of the Western States Asbestos Pension Fund and National Asbestos Medical Fund shall disclose which of his employees are Firestop Installers. All costs associated with the certification of Firestop Installers shall be the responsibility of the JATC.

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO. 73



Richard Chamberlain
Business Manager

8/21/2020

Date

Michelle Moodie, President
Valley Mechanical Insulation

Date

Memorandum of Understanding

Wage Freeze for New Maintenance Contracts entered into after August 1, 2020

No wage freeze for existing contracts.

New contracts involving frozen wages will be reviewed with Local 73 Business Manager prior to submission of bid.

Employer will provide scope of work, including projected man hours and wage concession employer is seeking.

The Business Manager will be allowed to review the contractors billing rates and maintenance contracts to ensure the concessions made to new maintenance contracts are being met.